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UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON  
EUGENE DIVISION

**UNIGARD INSURANCE COMPANY  
n/k/a POINT SPECIALTY INSURANCE  
COMPANY,**

Plaintiff,

vs.

**TRAVELERS INDEMNITY COMPANY,**

Defendant.

Case No. 6:25-cv-01254

**COMPLAINT FOR DECLARATORY  
RELIEF**

28 U.S.C. § 2201  
DEMAND FOR JURY TRIAL

Plaintiff Unigard Insurance Company n/k/a Point Specialty Insurance Company  
("Unigard") states and pleads as follows:

**I. PARTIES**

1.1 Unigard is a Wisconsin corporation with a principal place of business in  
Wisconsin.

1.2 On information and belief, Travelers Indemnity Company ("Travelers") is a  
Connecticut corporation with a principal place of business in Connecticut.

**II. JURISDICTION AND VENUE**

2.1 This action is between citizens of different states.

1           2.2     The amount in controversy exceeds the sum or value of \$75,000, exclusive of  
2 interest and costs, as set forth more particularly below.

3           2.3     This Court has diversity jurisdiction pursuant to 28 U.S.C. 1332(a).

4           2.4     An actual justiciable controversy exists between Unigard and Travelers within  
5 the meaning of 28 U.S.C. 2201 regarding the scope and extent of insurance coverage provided  
6 under the parties' insurance policies, as set forth more particularly below.

7           2.5     Venue is proper in this Court pursuant to 28 U.S.C. 1391(b) in that a substantial  
8 portion of the events giving rise to the insurance claim occurred in this District.

9                           **III.     THE INSURANCE POLICIES**

10          3.1     Unigard issued primary policy MA 503 65 (2/1/85 – 4/1/86) and umbrella policy  
11 BC 056 145 (2/1/85 – 5/18/86). Named insureds include Marshfield Bargain House and Jack  
12 Schneiderman individually and dba Marshfield Bargain House.

13          3.2     Travelers issued primary policies 650-253A621.5-IND-83 (12/9/83 – 12/9/84)  
14 and 650-253A621.5-IND-84 (12/9/84 – 12/9/85). Named insureds include Marshfield Bargain  
15 House and Jack Schneiderman individually and dba Marshfield Bargain House.

16                           **IV.     FACTUAL ALLEGATIONS**

17          4.1     The subject site is at 891 North Front Street, Coos Bay, Oregon (the "Site").

18          4.2     On or about July 2, 2019, Marshfield Bargain House entered into an Agency and  
19 Assignment Agreement ("Agreement") with the City of Coos Bay ("City").

20          4.3     By letter of July 10, 2019, Marshfield Bargain House tendered the Underlying  
21 Claim to Unigard and Travelers. The tender letter advised that Marshfield Bargain House had  
22 appointed the City as its agent and assignee for the prosecution of the tender. The tender letter  
23 advised that the Oregon Department of Environmental Quality ("DEQ") had served notice on

1 Marshfield Bargain House requiring Marshfield Bargain House to investigate and remediate the  
2 contamination present and emanating from the Site (“Underlying Claim”).

3 4.4 Unigard agreed to defend and indemnify under a reservation of rights. To date,  
4 Unigard has paid \$32,960.19 in defense costs and \$1,668,773.95 in indemnity costs associated  
5 with the Underlying Claim.

6 4.5 Despite repeated requests, Travelers denied the tender of defense and indemnity  
7 and has not paid any costs associated with the Underlying Claim.

8 **V. FIRST CLAIM FOR RELIEF: CONTRIBUTION**

9 5.1 Unigard incorporates by reference the allegations of all paragraphs above as if  
10 fully alleged herein.

11 5.2 Unigard has incurred defense costs and indemnity costs under its insurance  
12 policies with respect to the Underlying Claim. Unigard’s defense and indemnity payments are  
13 continuing in nature and will be specified as to amount at trial but are not less than the amounts  
14 paid to date as stated above.

15 5.3 Travelers is liable or potentially liable to indemnify, or to defend and indemnify,  
16 under its insurance policies with respect to the Underlying Claim.

17 5.4 Unigard is entitled to contribution from Travelers to Unigard’s defense and  
18 indemnity payments with respect to the Underlying Claims in the manner specified in  
19 ORS 465.480(4) and (5).

20 5.5 Unigard also requests pre-judgment interest at 9% per annum pursuant to  
21 ORS 82.010 on Travelers’ defense and indemnity cost obligation.

**VI. SECOND CLAIM FOR RELIEF: DECLARATORY JUDGMENT**

6.1 Unigard incorporates by reference the allegations of all paragraphs above as if fully alleged herein.

6.2 An actual and justiciable controversy exists between Unigard and Travelers regarding Travelers' duty to defend and indemnify under the parties' respective insurance policies for the Underlying Claim.

6.3 Declaratory judgment by this Court concerning the parties' respective rights, duties and obligations is necessary and proper to terminate the parties' disputes and controversies and so that the parties can assess and satisfy their respective rights, duties and obligations under the parties' insurance policies.

6.4 Pursuant to 28 U.S.C. 2201 and ORS 28.010 *et seq.*, Unigard is entitled to a declaration that: (i) Travelers has a duty to defend and indemnify under its insurance policies relating to the Underlying Claim; (ii) Travelers owes Unigard contribution for its unpaid allocable share in an amount to be determined at trial; and (iii) Travelers owes Unigard ORS 82.010 pre-judgment interest on Travelers' unpaid allocable share paid to date.

**VII. RESERVATION OF RIGHT TO AMEND**

7.1 Unigard reserves the right to amend its Complaint, in whole or in part, as it obtains additional facts through investigation and discovery.

**VIII. PRAYER FOR RELIEF**

WHEREFORE, Unigard prays for judgment as follows:

(a) As to Unigard's First Claim for Relief,

- 1 (i) Ordering Travelers to pay its share of defense and indemnity costs  
2 incurred for the Underlying Claim together with pre-judgment and post-  
3 judgment interest;
- 4 (ii) Awarding judgment against Travelers in favor of Unigard in the amount  
5 of Travelers share of past, present, and future defense expenses pursuant  
6 to ORS 465.480(4) together with pre-judgment and post-judgment  
7 interest;
- 8 (b) As to Unigard's Second Claim for Relief, declaring that:
- 9 (i) Travelers has a duty to defend and indemnify under its policies with  
10 respect to the Underlying Claim;
- 11 (ii) Travelers is liable for its allocable share of defense and indemnity costs  
12 under its insurance policies incurred with respect to Underlying Claim;
- 13 (iii) The amounts of ORS 82.010 pre-judgment interest owed by Travelers;  
14 and
- 15 (iv) The amounts of post-judgment interest owed by Travelers.
- 16 (c) For all of Unigard's costs and disbursements incurred herein; and
- 17 (d) For such further relief as the Court may deem just and proper.

18 **IX. JURY DEMAND**

19 Unigard demands a jury trial on all claims and issues so triable.

20 DATED this 16th day of July 2025

21 SOHA & LANG, P.S.

22 s/ Geoffrey Bedell

Geoffrey Bedell, OSB No. 065728

23 Attorneys for Plaintiff